

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Elizabeth Hud

Plaintiff

v.

Ethos Biosciences, Inc.

Defendant

NO. 2:22-cv-01195

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is made and effective this 13 day of September, 2022 by and between Ethos Biosciences, Inc. and Elizabeth Hud.

1. Confidential Information.

Elizabeth Hud has been requested by Ethos Biosciences, Inc. to gather information that may be deemed confidential (the "Confidential Information"). Confidential Information shall include documents and ESI records. The terms "Documents and ESI" should be construed as broadly as possible and include, without limitation, the originals and copies of all project notebooks, emails, voicemails, instant messages, letters, memoranda, notes, calendars, correspondence or communication of any kind, word processing documents, spreadsheets, files, handwritten documents, and video, audio, or digital recordings. ESI also includes computer and network activity logs, hard drives, backup data, removable storage media such as USB drives, CDs and DVDs, printouts, image files, web pages, databases, internet data, software, books, telephone message logs, photographs, and any information that serves to identify, locate, or link such material, such as file inventories, indices, and metadata. Documents and ESI might be located in paper files, off site storage, on the network, laptops, personal computers, desktops, or personal digital assistants (PDA's), or on backup tapes, discs, flash drives, cartridges, any other form of media storage, etc. Note also that all versions and drafts of documents or records are covered by this notice, not just the most recent or final version.

2. Elizabeth Hud's Obligations.

A. Elizabeth Hud's agrees that the Confidential Information is to be considered confidential and proprietary to the Ethos Biosciences, Inc. and Elizabeth Hud shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with Ethos Biosciences, Inc., and shall disclose it only to its officers, directors, or employees with a specific need to know. Elizabeth Hud will not disclose, publish, or otherwise reveal any of the Confidential Information received from the Ethos Biosciences, Inc. to any other party whatsoever except with the specific written authorization of Ethos Biosciences, Inc.

B. Confidential Information furnished in tangible form shall not be duplicated by Elizabeth Hud except for purposes of this Agreement. Upon the request of Ethos Biosciences, Inc., Elizabeth Hud shall return all Confidential Information received in written or tangible form, including copies or reproductions or other media containing such Confidential Information, within ten (10) days of such request. At Elizabeth Hud's option, any documents or other media developed by the Elizabeth Hud containing Confidential Information may be destroyed by Elizabeth Hud shall provide a written certificate to Ethos Biosciences, Inc. regarding destruction within ten (10) days thereafter.

3. Term.

The obligations of Elizabeth Hud herein shall be effective immediately.

4. No Publicity.

Elizabeth Hud agrees not to disclose its participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussion are being held with Ethos Biosciences, Inc.

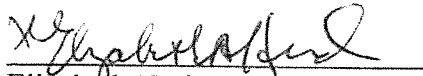
5. Governing Law and Equitable Relief.

This Agreement shall be governed and construed in accordance with the laws of the United States and the Commonwealth of Pennsylvania and Elizabeth Hud consents to the exclusive jurisdiction of the state courts and U.S. federal courts located there for any dispute arising out of this Agreement. Elizabeth Hud agrees that in the event of any breach or threatened breach by Elizabeth Hud, Ethos Biosciences, Inc. may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect Ethos Biosciences, Inc. against any such breach or threatened breach.

6. Final Agreement.


This agreement terminates and supersedes all prior understanding or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

Elizabeth Hud:


Elizabeth Hud

October 6, 2022
Date

Ethos Biosciences, Inc.:


Ethos Biosciences, Inc. M. Ryan OH

10-26-2022
Date



HOWARD K. TRUBMAN, ESQUIRE
Attorney for Plaintiff, Elizabeth Hud

9/12/22

Date




MAY MON POST
Attorney for Defendant, Ethos Biosciences, Inc.

10/26/2022

Date

APPROVED and so ORDERED
this 26th day of October, 2022



HONORABLE BERLE M. SCHILLER